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 A Professional Law Corporation  
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Attorneys for Plaintiff, AT&T Corp.

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

AT&T CORP., a New York corporation,	)	CASE NO. C-04 3699 FMS
Plaintiff,	)	
vs.	)	STIPULATED JUDGMENT AND
	)	DISMISSAL OF GORDON RAUSSER,
OPT4 DERIVATIVES, INC., a	)	PEAK6 INVESTMENTS L.P. AND
Delaware corporation; GORDON	)	COUNTERCLAIMS FILED AGAINST
RAUSSER, an individual; PEAK6	)	AT&T CORP. WITH PREJUDICE;
INVESTMENTS L.P., a Limited	)	<del>[PROPOSED]</del> JUDGMENT AND ORDER
Partnership; and MATTHEW	)	OF DISMISSAL
HULSIZER, an individual;	)	
Defendants.	)	

Plaintiff AT&T Corp. ("Plaintiff" or "AT&T"), and Defendants  
 Opt4 Derivatives, Inc. ("Opt4"), Gordon Rausser ("Rausser") and  
 Peak6 Investments L.P. ("Peak6") (collectively, "Defendants")  
 hereby stipulate and agree to judgment in favor of AT&T and against  
 Opt4 (the "Judgment") and to the dismissal with prejudice of  
 Rausser and Peak6 and the dismissal with prejudice of Defendants'  
 Counterclaim against AT&T (the "Dismissals") with respect to the  
 following facts:

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RECITALS

1  
2 1. In or about June 2002, Opt4 and AT&T entered into a written  
3 agreement consisting of documents including AT&T Master Agreement and  
4 AT&T Enterprise Hosting Service Order Attachment with attached AT&T  
5 Enterprise Hosting Service Pricing Schedule (collectively, "the  
6 Agreement").

7  
8 2. Pursuant to the Agreement, AT&T agreed to provide managed  
9 hosting services to Opt4, and Opt4 agreed to pay AT&T for services  
10 provided under the Agreement.

11  
12 3. AT&T invoiced Opt4 monthly, under account number OPT4USCA001  
13 (the "Account"), for telecommunications services provided under the  
14 Agreement. Beginning in or about September 2003, Opt4 failed to pay  
15 AT&T for managed hosting services provided. Thereafter, Opt4  
16 continuously failed to pay additional amounts due to AT&T for  
17 services provided under the Agreement. Opt4 contends that its non-  
18 payment was justified by AT&T's failure to provide service. AT&T  
19 denies this allegation. Both AT&T and Opt4 contend that they  
20 terminated the Agreement for cause in or about February 2003.

21  
22 4. In its First Amended Complaint, AT&T seeks the total unpaid  
23 balance due and owing by Opt4 to AT&T pursuant to the Agreement of  
24 \$1,009,930.35, plus interest, attorney's fees and costs.

25  
26 5. In its First Amended Complaint, AT&T further contends that  
27 Opt4 fraudulently conveyed company assets to Rausser and Peak6 with  
28

1 the intent to defraud AT&T and to shield the assets of Opt4 from  
2 AT&T.

3  
4 6. Opt4, Rausser and Peak6 have each filed a Counterclaim  
5 against AT&T alleging, *inter alia*, that it breached its obligations  
6 under the Agreement, misled them about its willingness to modify  
7 payment terms and has wrongfully retained equipment belonging to Opt4  
8 ("Counterclaim"). AT&T denies these allegations.

9  
10 7. By this agreement, the parties hereto agree that Rausser and  
11 Peak6 shall be dismissed from the above-entitled action with  
12 prejudice and that the Counterclaim against AT&T shall be dismissed  
13 with prejudice. They further agree that a Stipulated Judgment shall  
14 be entered in favor of AT&T on its contract claim against Opt4.

15  
16 8. By this agreement, Judgment and Dismissals, the parties  
17 intend to resolve and settle all claims between them arising from or  
18 relating to the litigation and the Account. This Agreement shall not  
19 be construed as an admission by any party of the truth of any matter,  
20 and is entered into solely in order to achieve a compromise and avoid  
21 further litigation expense.

22  
23 NOW THEREFORE, in consideration of the promises and mutual  
24 covenants contained herein, the parties hereto and each of them  
25 hereby agree as follows:

26  
27 IT IS HEREBY STIPULATED by and between AT&T, Opt4, Rausser and  
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STIPULATED JUDGMENT AND DISMISSAL OF RAUSSER,  
PEAK6 AND COUNTERCLAIMS WITH PREJUDICE;  
[PROPOSED] JUDGMENT AND ORDER OF DISMISSAL

1 Peak6, pursuant to Federal Rule of Civil Procedure 41(a)(1), by and  
2 through their undersigned counsel, that Rausser and Peak6 be  
3 dismissed from the above-entitled action with prejudice. It is  
4 further stipulated that the Counterclaim stated against AT&T by Opt4,  
5 Peak6 and Rausser is hereby dismissed with prejudice. With respect  
6 to all of the dismissed claims, the parties agree that the Dismissals  
7 shall result in a general release of the parties being dismissed,  
8 including their officers, directors, agents and attorneys,  
9 specifically including but not limited to Matthew Hulsizer. Each of  
10 the parties shall bear his or its own attorneys' fees and costs  
11 incurred herein.

12  
13 **IT IS FURTHER STIPULATED THAT JUDGMENT SHALL BE ENTERED** against  
14 Opt4 in favor of AT&T in the amount of \$1,009,930.35, plus post-  
15 judgment interest at the rate of 10% per annum on the outstanding  
16 balance as of the date of entry under this Judgment, plus reasonable  
17 attorneys' fees and costs incurred in enforcing this Judgment, in  
18 this or any state, or for actions necessarily arising out of the  
19 collection of this Judgment. Enforcement of the Judgment shall be  
20 immediate and no waiting time shall elapse before a writ of execution  
21 may be issued or an Abstract of Judgment may be issued, filed or  
22 recorded.

23  
24 This Judgment is non-appealable. The parties hereto request,  
25 agree and consent to the continuing jurisdiction of the United States  
26 District Court, Northern District of California and waive all  
27 arguments or defenses based on subject matter or personal  
28 jurisdiction. In addition, Opt4 waives any and all right to contest,

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STIPULATED JUDGMENT AND DISMISSAL OF RAUSSER,  
PEAK6 AND COUNTERCLAIMS WITH PREJUDICE;  
[PROPOSED] JUDGMENT AND ORDER OF DISMISSAL

1 oppose or delay this Judgment, or its enforcement, including without  
2 limitation, by contesting, opposing, or delaying enforcement of the  
3 Judgment.

4  
5 The parties additionally request that the trial set for August  
6 21, 2006, be removed from the Court's calendar.

7  
8 Upon execution hereof, this stipulated Judgment and Dismissal  
9 shall be filed with the United States District Court, Northern  
10 District of California.

11  
12 IT IS SO STIPULATED:

13  
14 AT&T CORP.

15  
16 By: Kathryn E Thiel  
Kathryn Thiel  
17 Its: Senior Counsel

18  
19 OPT4 DERIVATIVES, INC.

20  
21 By: \_\_\_\_\_

22 Name: \_\_\_\_\_

23 Title: \_\_\_\_\_

24

25

26

27 [signatures continue on following page]

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STIPULATED JUDGMENT AND DISMISSAL OF RAUSSER,  
PEAK6 AND COUNTERCLAIMS WITH PREJUDICE;  
[PROPOSED] JUDGMENT AND ORDER OF DISMISSAL

1 oppose or delay this Judgment, or its enforcement, including without  
2 limitation, by contesting, opposing, or delaying enforcement of the  
3 Judgment.

4  
5 The parties additionally request that the trial set for August  
6 21, 2006, be removed from the Court's calendar.

7  
8 Upon execution hereof, this stipulated Judgment and Dismissal  
9 shall be filed with the United States District Court, Northern  
10 District of California.

11  
12 IT IS SO STIPULATED:

13  
14 AT&T CORP.

15  
16 By: Kathryn Thiel  
17 Its: Senior Counsel

18  
19 OPT4 DERIVATIVES, INC.

20  
21 By: Gordon Raussler

22 Name: \_\_\_\_\_

23 Title: Chairman

24

25

26

[signatures continue on following page]

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STIPULATED JUDGMENT AND DISMISSAL OF RAUSSLER,  
PEAKS AND COUNTERCLAIMS WITH PREJUDICE;  
~~PROPOSED~~ JUDGMENT AND ORDER OF DISMISSAL

1 PEAK6 INVESTMENTS L.P.

2  
3 By: \_\_\_\_\_

4 Name: \_\_\_\_\_

5 Title: \_\_\_\_\_

6

7

8 By: \_\_\_\_\_

9 GORDON RAUSSER

10

11

12 APPROVED AS TO FORM AND CONTENT:

13

14

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A Professional Law Corporation

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16

17 Dated: April 6, 2006

By:   
Jaime Shean  
Attorneys for Plaintiff AT&T Corp.

18

19

20

21 Dated: April \_\_\_, 2006

By: \_\_\_\_\_  
Laura R. Craft  
Attorney for Defendant Opt4  
Derivatives, Inc.

22

23

24

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JUDGMENT AND ORDER OF DISMISSAL

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IT IS HEREBY ORDERED that in the matter of AT&T Corp., a New  
York corporation vs. Opt4 Derivatives, Inc., a Delaware corporation,

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STIPULATED JUDGMENT AND DISMISSAL OF RAUSSER,  
PEAK6 AND COUNTERCLAIMS WITH PREJUDICE;  
~~PROPOSED~~ JUDGMENT AND ORDER OF DISMISSAL

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NO. 908 006

1 PEAK6 INVESTMENTS L.P.

2 By: 3 Name: Matthew Kibizer4 Title: Managing Member

5 By: \_\_\_\_\_

6 GORDON RAUSSER

7  
8  
9  
10  
11  
12 APPROVED AS TO FORM AND CONTENT:13  
14 ASSAYAG MAUSS KEMPTON  
15 A Professional Law Corporation16  
17 Dated: April \_\_, 2006

18 By: \_\_\_\_\_

19 Jaime Shean

20 Attorneys for Plaintiff AT&amp;T Corp.

21 Dated: April 19, 2006

22 By: 

23 Laura R. Craft

24 Attorney for Defendant Opt4  
25 Derivatives, Inc.26  
27 JUDGMENT AND ORDER OF DISMISSAL28  
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KEMPTONIT IS HEREBY ORDERED that in the matter of AT&T Corp., a New  
York corporation vs. Opt4 Derivatives, Inc., a Delaware corporation,

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STIPULATED JUDGMENT AND DISMISSAL OF RAUSSER,  
PEAK6 AND COUNTERCLAIMS WITH PREJUDICE;  
(PROPOSED) JUDGMENT AND ORDER OF DISMISSAL

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1 PEAK6 INVESTMENTS L.P.

2  
3 By: \_\_\_\_\_

4 Name: \_\_\_\_\_

5 Title: \_\_\_\_\_

6  
7  
8 By: Gordon Rausser  
9 GORDON RAUSSER

10  
11  
12 APPROVED AS TO FORM AND CONTENT:

13  
14 ASSAYAG MAUSS KEMPTON  
15 A Professional Law Corporation

16  
17 Dated: April \_\_, 2006 By: \_\_\_\_\_  
18 Jaime Shearn  
19 Attorneys for Plaintiff AT&T Corp.

20  
21 Dated: April \_\_, 2006 By: \_\_\_\_\_  
22 Laura R. Craft  
23 Attorney for Defendant Opt4  
24 Derivatives, Inc.

25 JUDGMENT AND ORDER OF DISMISSAL

26  
27 IT IS HEREBY ORDERED that in the matter of AT&T Corp., a New  
28 York corporation vs. Opt4 Derivatives, Inc., a Delaware corporation,

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STIPULATED JUDGMENT AND DISMISSAL OF RAUSSER,  
PEAK6 AND COUNTERCLAIMS WITH PREJUDICE;  
~~(PROPOSED)~~ JUDGMENT AND ORDER OF DISMISSAL

et al., Case No. C-04 3699 FMS, Judgment shall be entered against Opt4 Derivatives, Inc., a Delaware corporation ("Opt4"), and in favor of AT&T Corp., a New York corporation ("AT&T"), in the amount of \$1,009,930.35, plus post-judgment interest at the rate of 10% per annum on the outstanding balance as of the date of entry under this Judgment, plus reasonable attorneys' fees and costs incurred in enforcing this Judgment subsequent to the date of its entry, in this or any state, or for actions necessarily arising out of the collection of this Judgment.

IT IS FURTHER ORDERED that Defendants Gordon Rausser, an individual ("Rausser"), and Peak6 Investments L.P., a limited partnership ("Peak6"), are hereby dismissed from the above-referenced action with prejudice. IT IS FURTHER ORDERED that the Counterclaim brought by Rausser, Peak6 and Opt4 against AT&T shall be hereby dismissed with prejudice.

DATED: May 18, 2006

  
\_\_\_\_\_  
JUDGE OF THE UNITED STATES  
DISTRICT COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Costa Mesa, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 2915 Redhill Avenue, Suite 200, Costa Mesa, California 92626. On April 28, 2006, I served the documents named below on the parties in this Action as follows:

DOCUMENT SERVED: STIPULATED JUDGMENT AND DISMISSAL OF GORDON RAUSSER  
PEAK6 INVESTMENTS L.P. AND COUNTERCLAIMS FILED  
AGAINST AT&T CORP. WITH PREJUDICE; [PROPOSED]  
JUDGMENT AND ORDER OF DISMISSAL

SERVED UPON: Laura Craft, Esq.  
1900 Powell Street, Suite 150  
Emeryville, CA 94608-1837

- [X] (BY MAIL) I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Costa Mesa, California. I am readily familiar with the practice of Assayag Mauss Kempton for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.
- [ ] (BY FACSIMILE) The above-referenced document was transmitted by facsimile transmission and the transmission was reported as completed and without error. Pursuant to C.R.C. 2009(i), I either caused, or had someone cause, the transmitting machine to properly transmit the attached documents to the facsimile numbers shown on the service list.
- [ ] (BY FEDERAL EXPRESS) I am readily familiar with the practice of Assayag Mauss Kempton for collection and processing of documents for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- [ ] (BY PERSONAL SERVICE) I delivered to an authorized courier or driver authorized by Civil Process Services to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed forthwith.
- [ ] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- [X] (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made.

Executed on April 28, 2006, at Costa Mesa, California.

  
MARY GHOMIZADEH